

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-33 / 132-33STLOC / 132-33RC - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Utility Software

Microcomputers

Application Software
Utility Software

SIN 132-34 / 132-34STLOC / 132-34RC - MAINTENANCE OF SOFTWARE

SIN 132-51 / 132-51STLOC / 132-51RC - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 - IT Systems Development Services
FPDS Code D306 - IT Systems Analysis Services
FPDS Code D308 - IT Programming Services
FPDS Code D311 - IT Data Conversion Services

NOTE 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

NOTE 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

NOTE 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**American Cadastre, LLC
15867 North Mountain Road
Broadway, VA 22815
Telephone: 540-896-9952
<http://www.amcad.com>**

Business Size/Status: Small, Veteran-Owned

Contract Number: GS-35F-0890R

Period Covered by Contract: September 23, 2005 - September 22, 2010

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

Pricelist current through Modification PO0006 dated June 13, 2008 rev. 1

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 / 132-53STLOC / 132-53RC Wireless Services ONLY, if awarded, list the limited geographic coverage area: _____

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

CONTRACTOR'S ORDERING ADDRESS:

American Cadastre, LLC

Attn: Christine Delawder

15867 North Mountain Road

Broadway, VA 22815

CONTRACTOR'S PAYMENT ADDRESS:

American Cadastre, LLC

Attn: Christine Delawder

15867 North Mountain Road

Broadway, VA 22815

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Brandy May, (703) 787-7775 ext. 126

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number - **013766352**

Block 30: Type of Contractor - **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN) - **54-2020897**

4a. CAGE Code: **01376**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	30 Days ARO
132-34 / 132-34STLOC / 132-34RC	To Be Negotiated With Ordering Agency
132-51 / 132-51STLOC / 132-51RC	To Be Negotiated With Ordering Agency

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	To Be Negotiated With Ordering Agency
132-34 / 132-34STLOC / 132-34RC	To Be Negotiated With Ordering Agency
132-51 / 132-51STLOC / 132-51RC	To Be Negotiated With Ordering Agency

SPECIAL ITEM NUMBER	OVERNIGHT & 2- DAY DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	To Be Negotiated With Ordering Agency
132-34 / 132-34STLOC / 132-34RC	To Be Negotiated With Ordering Agency
132-51 / 132-51STLOC / 132-51RC	To Be Negotiated With Ordering Agency

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0% - 30 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Offered the same discounts as all other Government customers**
- e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **\$100.00**.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is **\$500,000**:

Special Item Number 132-33 / 132-33STLOC / 132-33RC - Perpetual Software Licenses

Special Item Number 132-34 / 132-34STLOC / 132-34RC - Maintenance of Software

Special Item Number 132-51 / 132-51STLOC / 132-51RC - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information

concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Christine Delawder, (540) 896-9952**

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-32RC) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34 / 132-34STLOC / 132-34RC) OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

AMERICAN CADASTRE SOFTWARE MAINTENANCE & UPDATE AGREEMENT (REV 8/04)



THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT is made the _____ day of _____, 200_ between AMERICAN CADASTRE, LLC ("AMERICAN CADASTRE ") of 11180 Sunrise Valley Drive, Suite 200, Reston, Virginia 20191 and the Customer identified below whereby AMERICAN CADASTRE is to provide the services specified in this Agreement.

NAME OF CUSTOMER:
ADDRESS:

TELEPHONE: () -
FACSIMILE: () -

CUSTOMER CONTACTS (Maximum of Two):
1)
2)

SOFTWARE MODULES:

DESIGNATED SERVER:

MAXIMUM NUMBER OF CONCURRENT USERS:

SOFTWARE UPDATES: Included for the purchased AiLIS Software Version of the modules licensed and designated above under Software Modules.

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement
\$191.43 per hour outside of the Principal Period of Support after Initial Period

AGREEMENT FEE: \$ ___ TBD ___ Initial Period \$ ___ TBD ___ per year after Initial Period

Maintenance Fees: Please see page 24 for pricing.

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1. through 20. and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This

Agreement may not be changed modified except by a written instrument duly executed by each of the parties hereto.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

AMERICAN CADASTRE LLC

BY: Ronald F. Cornelison

BY:

TITLE: President & CEO

TITLE:

DATE:

DATE:

1. Definitions

"Support Organization" means AMERICAN CADASTRE or at A AMERICAN CADASTRE 's option in respect of any service to be performed hereunder means a person, firm or corporation authorized by AMERICAN CADASTRE at any time or from time to time to supply Software Maintenance in respect of Software and nominated in writing by AMERICAN CADASTRE at any time or from time to time to provide Software Maintenance to the Customer hereunder;

"Commencement Date" means the date referred to in Clause 3;

"Customer" means the customer referred to on the Cover Page;

"Initial Period" means the twelve- (12) calendar months next ensuing after the Commencement Date;

"Software Modules" means the software detailed on the Cover Page;

"Version" means the software code of a particular AiLIS variant or original;

"Software Maintenance" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing) and includes spot training, software documentation improvements and software bug fixes;

"Software Updates" means feature additions to the "Software Versions" already purchased by the Customer;

"Module" means a part of a software package containing one or more functions;

"Related Persons" means and includes any related body corporate of AMERICAN CADASTRE or any secretary, officer or employee, agent or contractor of any of AMERICAN CADASTRE or its related bodies corporate.

"Go Live" means the date/day that the AMERICAN CADASTRE system is first utilized by the customer for support to its customers. This is usually the first Monday after training and final legacy data conversion has taken place.

2. Services

Subject to the terms and conditions contained in this Agreement the Support Organization will provide Software Maintenance as may be necessary to maintain the Software in good operating condition.

3. Term

The Software Maintenance to be supplied under this Agreement will have a commencement date which will be the earlier of acceptance (after a two week acceptance testing period), or 30 days after "go-live" date of system and shall remain in force for the Initial Period and thereafter will be automatically renewed for further periods of one (1) year unless otherwise terminated by either party giving to the other not less than three (3) month's notice in writing of such termination prior to any anniversary of the Commencement Date.

4. Software Updates, Etc.

A. AMERICAN CADASTRE will distribute new releases of Software Updates for the Modules, or Module Version of the AiLIS product already purchased by the Customer on appropriate computer media as and when they become available. One (1) copy of the object code of the Software will be sent to the Customer for each affected software product covered by the Agreement.

B. AMERICAN CADASTRE will support Software Updates via remote installation support. Any on-site support required or any support required to upgrade to a new Version of the AiLIS Software or to add a new Module is subject to service and travel (as required) costs..

C. AMERICAN CADASTRE has the option of deferring Software Maintenance pursuant to this Agreement should the Customer delay installation of any new release of the Software by AMERICAN CADASTRE.

D. New Versions of the Software or additional Modules not already purchased by the Customer will not be considered part of this Agreement. The Customer may purchase new Software Versions and Modules at a discount from standard pricing for other AMERICAN CADASTRE Customers of similar size and volume (document recordings) processing.

E. The current Version of the AiLIS Software Product installed for this Customer is Version _.

F. Additional Modules or Versions of AMERICAN CADASTRE's AiLIS Software may or may not be included as determined by AMERICAN CADASTRE.

5. Software Maintenance

In the event that Software Support is purchased by the Customer:

A. The Support Organization will provide telephone and/or facsimile and/or electronic mail support for problems associated with the routine use and operation of the software.

B. The Customer shall provide to AMERICAN CADASTRE on the Cover Page with the names of up to two (2) representatives who with AMERICAN CADASTRE 's acknowledgement shall have access to the Support Organization's telephone advice service. The representatives may be changed from time to time by Agreement between the parties. The initial representatives shall be the persons referred to on the Cover Page.

6. General

All services to be provided under this Agreement shall be referred to as the Principle Period of Support and provided between the hours of 8:00 a.m. to 5:00 p.m. E.S.T. (office local time of AMERICAN CADASTRE), Monday to Friday (excluding public holidays). Service coverage required outside of these hours is defined as emergency support and may be arranged with the Support Organization. Emergency Support services shall be defined as outside the Principal Period of Support and be charged at a rate of \$191.43 per hour or fraction thereof.

7. Services Not Covered

The following services are not covered by this Agreement provided however they may be provided by mutual agreement at the request of the Customer at charges based on AMERICAN CADASTRE 's then current price list and as agreed by both parties.

A. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion or war.

B. Rectification of problems caused by use of software not covered by this Agreement.

8. Customer Responsibilities

A. The Customer must have a valid license to use the Software from AMERICAN CADASTRE.

B. The Customer shall notify the Support Organization of any Software problem together with complete information concerning the failure, as soon as possible after the problem has occurred.

C. The Customer will provide the Support Organization with the following:

1. Name of nominated personnel who are competent to use the Software;

2. Access to the Software and computer(s) on which it resides;
3. Adequate working space and facilities;
4. Access to and use of all information necessary to service the Software;
5. The Customer shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as AMERICAN CADASTRE will not be responsible for loss of or altered files, data or programs;
6. The Customer agrees to provide an installation environment which meets the specified requirements of the computer on which the software is running.
7. The Customer agrees to limit use of the Software Maintenance Services that are the subject of this Agreement to occasions when the Software fails to work as set forth in the user manuals or occasions where the user manuals are unclear.

9. Travel

Where the Software is located at a distance beyond fifty miles (50 miles) from the Support Organization's office, travel will be charged in accordance with the Joint Travel Regulations. If on site support is necessary.

C. Customer will pay all shipping and media costs for Software Updates.

10. Changes to Software Maintenance Agreement

A. During the terms of the Agreement no changes shall be made to the terms and conditions contained herein other than by variation agreed to by both parties and comprised in a written variation hereof.

B. AMERICAN CADASTRE has the right to vary the charges made hereunder if the Customer wishes to extend the service hours beyond normal working hours referred to in Clause 5.

11. Non-Payment

The Support Organization reserves the right to decline to provide Software Maintenance if any amounts invoiced by the Support Organization have not been paid by the Customer within twenty (20) days of invoice.

12. Extraordinary Expenses

The Support Organization reserves the right to charge for unusual or excessive telephone, shipping, handling media or user manual expenses in connection with the Software Support to be provided hereunder. In all cases, the Support Organization will notify the Customer of these costs in advance.

13. Assignment

The Customer may not assign this Agreement to a third party without the prior written agreement of AMERICAN CADASTRE which agreement may be withheld in its complete discretion and without assigning any reason therefore.

14. Force Majeure

AMERICAN CADASTRE shall not be responsible or liable for failure to perform or observe, or for delay in performing or observing any obligation under this Agreement where such failure or delay arises from any cause beyond the control of AMERICAN CADASTRE or the Support Organization (as appropriate), including, but not limited to, strikes, lockouts, industrial action, act of god, insurrection, or civil commotion, or any other cause which AMERICAN CADASTRE or the Support Organization (as appropriate) could not reasonably be expected to have foreseen and avoided.

15. Limitation of Liability

Laws from time to time in force in the jurisdiction where any Service to be performed hereunder is performed may imply warranties or liabilities which cannot be excluded or which can only be excluded to a limited extent. In which case, AMERICAN CADASTRE hereby limits its liability to the extent permitted by law. If AMERICAN CADASTRE cannot exclude or limit any warranty implied by law, this Agreement shall be read and construed subject to such statutory provisions.

SUBJECT TO THIS CLAUSE UNDER NO CIRCUMSTANCES WILL AMERICAN CADASTRE OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW PROHIBITS EXCLUSION OF SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH AMERICAN CADASTRE AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO AMERICAN CADASTRE BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.

In the event that it is established to AMERICAN CADASTRE 's satisfaction that any Software Maintenance or other service carried out by AMERICAN CADASTRE under this Agreement was defective, AMERICAN CADASTRE shall remedy such defective maintenance by provision of the same service again without cost to the Customer.

16. Entire Agreement

This Agreement and the Cover Page and any variations subsequently made to the terms of this Agreement as provided herein, constitute the entire agreement between the parties in respect of the subject matter hereof and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

17. Notices

Any notice permitted or required under this Agreement shall be deemed given if in writing and personally served or sent by pre-paid registered or certified air mail, or by confirmed facsimile, addressed (or as either Party may direct otherwise in writing) to the parties on the Cover Page.

Any notice given in accordance with this Clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address (as appropriate) and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.

END OF AMERICAN CADASTRE SOFTWARE MAINTENANCE & UPDATE AGREEMENT

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **1-866-793-6505** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00am to 5:00 pm PDT.**

AMERICAN CADASTRE will serve as the *single point of contact* for all support.

Support works best when the customer employs an internal Help Desk function that has been trained to take calls and respond to those issues that are related to the network, PC hardware, printers, and other general problems and issues. The Help Desk and System Administrators should also be able to respond to most user issues related to use of the software application.

A set of Help Desk personnel and System Administrators are specified to make trouble calls to AMERICAN CADASTRE. This keeps the AMERICAN CADASTRE Help Desk from having to respond to multiple calls for the same issue.

AMERICAN CADASTRE will inform Customer of any new software updates that are available from Hyland Software, and will work with the vendor to provide any bug fixes or software maintenance efforts in place.

AMERICAN CADASTRE offers a special website notification system for our clients to immediately convey support issues to us. With a few keystrokes, our clients can notify AMERICAN CADASTRE of problems by instantaneously posting issues on this website detailing the nature of the issue. The support website, called AMERICAN CADASTRE's PVCS Tracker, ensures that our customers have access to critical resources and support personnel to protect and maximize their investment in the software products we have provided to them.

Level 1 Support

Level 1 Support is defined as the "Principal Period of Support" or problems associated with the routine use and operation of the system during normal business hours of 8:00am to 5:00pm (excluding public holidays). Typically, these issues are ones that do not need to be addressed ASAP, but rather will receive prompt attention and notification of receipt from AMERICAN CADASTRE upon their submission. AMERICAN CADASTRE recommends that Customer notify AMERICAN CADASTRE of any software problems together with complete information concerning the event, as soon as possible after the problem has occurred via the AMERICAN CADASTRE Tracker System. That site can be found at <http://tracker.amcad.com>.

This website will ensure quality support for Customer including the following:

- Provide services to Customer between the hours of 8:00am to 5:00pm, Monday to Friday (excluding public holidays)
- Internal log tracking of each support occurrence from initiation to close
- Software fixes via VPN, telephone and/or email to address critical problems in a timely fashion
- Provide the County with corrections of errors and logic, instructions or functional performance of the software, so as to ensure that the software meets the warranties of the Contract

Level 2 Support

Level 2 support is defined as any problem during the "Principle Period of Support" or between 8:00am to 5:00pm, PDT that requires immediate person-to-person contact that cannot wait for posting to the website. In this event, AMERICAN CADASTRE recommends that Customer call AMERICAN CADASTRE directly first at this number - 1-703-787-7775 (Herndon Facility) and ask for Customer support. The second number to call is 1-866-793-6505 to reach the AMERICAN CADASTRE on-call support resource network. The County is strongly encouraged to log the nature and problem of the direct call to the Tracker website as soon as the event has been reported via telephone.

AMERICAN CADASTRE commits to follow-up with Customer within a reasonable timeframe not to exceed (3) hours – except for any emergency instances of production stoppage (see below) - from the receipt of the reported problem for Level 2 Support and provide any updates to the County that are available at that time. These problems will be resolved as quickly as possible and reported immediately to the County upon resolution. If necessary, AMERICAN CADASTRE shall provide the County with a way to work around the problem that is acceptable to the County, until such time as a correction can be reasonably implemented.

Level 3 Support

Level 3 Support is defined as emergency support and falls outside the normal support hours of 8:00am and 5:00pm. For this support, AMERICAN CADASTRE has recommended that Customer call AMERICAN CADASTRE directly at 1-866-793-6505 to reach our on-call support resource. AMERICAN CADASTRE will provide home and cell numbers for key project personnel so that this type of problem can be addressed immediately.

7 x 24 support is available and must be negotiated. A pricing uplift will be negotiated based on the County's specific requirements. 5 x 12, 6 x 12, 7 x 12, and other support coverage periods may be negotiated to achieve the desired balance between cost and coverage.

4. SOFTWARE MAINTENANCE (If Applicable)

- a. Software maintenance service shall include the following:

See 2(a) above.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM MAINTENANCE (132-34 / 132-34STLOC / 132-34RC)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term maintenance, the period of the term maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term maintenance orders citing the new appropriation shall be required, if the term maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term maintenance is to be terminated at that time. Orders for the continuation of term maintenance will be required if the term maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE Not Applicable

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION Not Applicable

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34 / 132-34STLOC / 132-34RC, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-33 / 132/33STLOC / 132-33RC, AND 132-34 / 132-34STLOC / 132-34RC)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33 / 132/33STLOC / 132-33RC)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33 / 132-33STLOC / 132-33RC), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Not Offered

PERPETUAL SOFTWARE LICENSES RATES - SIN 132-33 / 132-33STLOC / 132-33RC

Part Number	Description	GSA Price with IFF
American Cadastre Integrated Land Information System (AiLIS) Modules		
AiLIS-CASH	Land Information System Cashiering Module	\$27,837.98
AiLIS-DATA	Land Information System Data Entry Module	\$27,837.98
AiLIS-PUBLIC	Land Information System Public Access Module	\$27,837.98
AiLIS-SCAN	Land Information System Scanning Module	\$27,837.98
AiLIS-ADMIN	Land Information System Administration Module	\$27,837.98
AiLIS-INTERNET	Land Information System Internet Unlimited (Retrieval Only)	\$64,957.05
AiLIS-INTESCROW	Land Information System Internet Escrow Billing Module	\$18,558.65
AiLIS-ECOMMERCE	Land Information System E-Commerce (Credit Cards payments for Internet) ****	\$18,558.65
ALIS-EFILING	Land Information System Electronic Filing Server Module ****	\$115,994.23
ALIS-BKSCAN-PAPER	Land Information System Scanning Module	\$27,837.98
ALIS-BKSCAN-FILM	Land Information System Microfilm Scanning Module	\$27,837.98
AiLIS-MREADER	Land Information System Microfilm Reader/Printer Replacement Module	\$27,837.98
AiLIS-WINCLIENT	Client Software License for Windows 2000 or XP	\$4,639.66
AiLIS-INTCLIENT	Client Software License for Intranet/Internet Access Advanced Public Access Capability	\$2,783.09
American Cadastre Integrated Case Management System (AiCMS) Modules		
AiCMS Enterprise	Integrated Case Management System Enterprise License	\$1,763,125.00
AiCMS Criminal	Integrated Case Management System Criminal Module	\$463,979.57
AiCMS Civil	Integrated Case Management System Civil Module	\$463,979.57
AiCMS Family Law	Integrated Case Management System Family Law Module	\$463,979.57
AiCMS Traffic	Integrated Case Management System Traffic Module	\$463,979.57
AiCMS Juvenile	Integrated Case Management System Juvenile Module	\$463,979.57
AiCMS Probate	Integrated Case Management System Probate Module	\$463,979.57
American Cadastre Redaction Services (AmRedact)		
AmRedact-A	AmRedact Software Low Volume - 100,000 images per year or less	\$22,039.06
AmRedact-B	AmRedact Software Medium Volume - 100,001 - 200,000 images per year	\$44,078.13
AmRedact-C	AmRedact Software Large Volume - Over 200,000 images per year	\$66,117.19

SOFTWARE MAINTENANCE RATES - SIN 132-34 / 132-34STLOC / 132-34RC

Part Number	Description	GSA Price with IFF
American Cadastre Integrated Land Information System (AiLIS) Modules		
AiLIS-CASH-M	Land Information System Cashiering Module	\$5,268.54
AiLIS-DATA-M	Land Information System Data Entry Module	\$5,268.54
AiLIS-PUBLIC-M	Land Information System Public Access Module	\$5,268.54
AiLIS-SCAN-M	Land Information System Scanning Module	\$5,268.54
AiLIS-ADMIN-M	Land Information System Administration Module	\$5,268.54
AiLIS-INTERNET-M	Land Information System Internet Unlimited (Retrieval Only)	\$12,293.59
AiLIS-INTESCROW-M	Land Information System Internet Escrow Billing Module	\$3,512.36
AiLIS-ECOMMERCE-M	Land Information System E-Commerce (Credit Cards payments for Internet) ****	\$3,512.36
ALIS-EFILING-M	Land Information System Electronic Filing Server Module ****	\$21,952.74
ALIS-BKSCAN-PAPER-M	Land Information System Scanning Module	\$5,268.54
ALIS-BKSCAN-FILM-M	Land Information System Microfilm Scanning Module	\$5,268.54
AiLIS-MREADER-M	Land Information System Microfilm Reader/Printer Replacement Module	\$5,268.54
AiLIS-WINCLIENT-M	Client Software License for Windows 2000 or XP	\$878.09
AiLIS-INTCLIENT-M	Client Software License for Intranet/Internet Access Advanced Public Access Capability	\$526.72
American Cadastre Integrated Case Management System (AiCMS) Modules		
AiCMS Enterprise-M	Integrated Case Management System Enterprise License - Maintenance	\$350,868.73
AiCMS Criminal-M	Integrated Case Management System Criminal Module	\$87,811.45
AiCMS Civil-M	Integrated Case Management System Civil Module	\$87,811.45
AiCMS Family Law-M	Integrated Case Management System Family Law Module	\$87,811.45
AiCMS Traffic-M	Integrated Case Management System Traffic Module	\$87,811.45
AiCMS Juvenile-M	Integrated Case Management System Juvenile Module	\$87,811.45
AiCMS Probate-M	Integrated Case Management System Probate Module	\$87,811.45
American Cadastre Redaction Services (AmRedact)		
AmRedact-AM	AmRedact Software Low Volume - Annual Maintenance - 100,000 images per year or less	\$4,171.05
AmRedact-BM	AmRedact Software Medium Volume - Annual Maintenance - 100,001 - 200,000 images per year	\$8,342.10
AmRedact-CM	AmRedact Software Large Volume - Annual Maintenance - Over 200,000 images per year	\$12,513.15
AmRedact-DM	AmRedact Software Low Volume - Maintenance Only - 100,000 images per year or less	\$11,586.25
AmRedact-EM	AmRedact Software Medium Volume - Maintenance Only - 100,001 - 200,000 images per year	\$20,855.25
AmRedact-FM	AmRedact Software Large Volume - Maintenance Only - Over 200,000 images per year	\$32,441.50
AmRedact-GM	AmRedact Software Day Forward - Monthly Click Charge	\$4,171.05

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51 / 132-51STLOC / 132-51RC)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 / 132-52STLOC / 132-52RCElectronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors

at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the information beginning on page #21

GSA LABOR CATEGORY DESCRIPTIONS

Experience/Education Substitutions:

2 Years Experience	Equals	AA Degree
2 Years Experience + AA Degree	Equals	BS Degree
4 Years Experience	Equals	BS Degree
3 Years Experience + BS	Equals	Masters Degree
7 Years Experience	Equals	Masters Degree
4 Years Experience + MS	Equals	PhD

Commercial Job Title: PROJECT MANAGER

Minimum/General Experience: Minimum 5 years related experience.

Functional Responsibility: Manages projects and programs. Primary customer interface. Produce status reports, customer briefings, reports, schedules, cost estimates. Provide contractual input and tracking.

Minimum Education: Bachelor Degree or equivalent.

Commercial Job Title: PROJECT ARCHITECT

Minimum/General Experience: 5 years related experience. Seen by peers as expert in domain field.

Functional Responsibility: System architect for complex solutions. Solutions involve combination of hardware, software, networks, storage, and business processes. Designs custom solutions. Provides reports, documentation, analysis to customers and business partners. Extraordinary degree of domain experience and knowledge

Minimum Education: Bachelor Degree or equivalent. Domain certifications in related technology or business field.

Commercial Job Title: SYSTEM CONSULTANT

Minimum/General Experience: 3 years related experience.

Functional Responsibility: Apply strong business skills and consulting methodologies to collect and analyze data. Responsible for leading the design, development and implementation of solutions architecture at a high level to meet the user's business needs. Exhibiting a deep understanding of the industry and a broad knowledge of all service offerings within a practice area.

Minimum Education: Bachelor Degree or equivalent.

Commercial Job Title: DATA BASE ADMINISTRATOR (DBA)

Minimum/General Experience: 2 years relevant experience.

Functional Responsibility: Provides database support, optimization, backup and recovery, and troubleshooting for customer engagements. Fully trained and certified for databases such as Microsoft SQL Server or Oracle.

Minimum Education: Bachelor Degree or equivalent. Database certification.

Commercial Job Title: TRAINER

Minimum/General Experience: 2 years relevant experience.

Functional Responsibility: Provides customer training. Prepares training materials such as training guides, presentations, audio video media, and computer based course material. Prepares course syllabus and agenda.

Minimum Education: Bachelor Degree or equivalent.

Commercial Job Title: TECHNICAL WRITER
Minimum/General Experience: 2 years relevant experience. Superior writing skills and knowledge of grammar and word processing tools.
Functional Responsibility: Develops documentation for customer engagements. Proposals, user guides, administrator guides, technical guides, as-built documentation, specifications, functional and technical requirement documents.
Minimum Education: Bachelor Degree or equivalent.

Commercial Job Title: CUSTOMER SUPPORT SPECIALIST – Off Hours
Minimum/General Experience: 2 years related experience.
Functional Responsibility: Responsible for tracking and responding to customer support issues. Familiar with call tracking software. Good customer interface skills. Detail oriented and good at follow up. Thorough knowledge of supported applications. Technical and functional understanding of networks, databases, client and server hardware and operating systems, and application software.
Minimum Education: Bachelor Degree or equivalent.

Commercial Job Title: AiLIS SOFTWARE CUSTOMIZATION
Minimum/General Experience: Minimum 1 year experience.
Functional Responsibility: Provide customization services for AiLIS customer installations, based on specific requirements.
Minimum Education: College degree in Computer Science or equivalent.

Commercial Job Title: AiCMS SOFTWARE CUSTOMIZATION
Minimum/General Experience: Minimum 1 year experience.
Functional Responsibility: Provide customization services for AiCM customer installations, based on specific requirements.
Minimum Education: College degree in Computer Science or equivalent.

Commercial Job Title: MICROFILM SERVICES
Minimum/General Experience: Minimum 1 year experience.
Functional Responsibility: Provide microfilm services to customers based on specific requirements.
Minimum Education: College degree in Computer Science or equivalent.

PROFESSIONAL SERVICES RATES – SIN132-51 / 132-51STLOC / 132-51RC

Part Number	Description	Unit	GSA Price with IFF
American Cadastre IT Data Conversion Services - Scanning			
Microfilm16MM	Microfilm Scanning from 16MM Film (Off-Site)	Per Image	\$0.04552
Microfilm35MM	Microfilm Scanning from 35MM Film (Off-Site)	Per Image	\$0.05509
Microfiche<40	Microfiche Scanning - Less than 40 frames per card (Off-Site)	Per Image	\$0.06939
Microfiche>40and<60	Microfiche Scanning - 40 to 60 frames per card (Off-Site)	Per Image	\$0.06461
Microfiche>60	Microfiche Scanning - More than 60 frames per card (Off-Site)	Per Image	\$0.05982
Aperture1	Aperture Card Scanning (Off-Site)	Per Card	\$0.37806
Paper8.5x11	Paper Scanning - 8.5" x 11" (Off-Site)	Per Sheet	\$0.09581
PaperB	Paper Scanning - B Size (Off-Site)	Per Sheet	\$0.14366
Paper>B	Paper Scanning - Larger than B Size (Off-Sie)	Per Sheet	\$1.91425
American Cadastre IT Data Conservation & Preservation Services - Scanning			
Conservation & Preservation Level 1.1	Disbind, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Record Book	\$815.47
Conservation & Preservation Level 1.2	Disbind, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Index Book	\$1,085.38
Conservation & Preservation Level 1.3	Disbind, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Plat	N/A
Conservation & Preservation Level 2.1	Disbind, Surface Clean, Mend Hole Punch, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, When Present Encapsulate Badly Damaged Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Record Book	\$1,406.97
Conservation & Preservation Level 2.2	Disbind, Surface Clean, Mend Hole Punch, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, When Present Encapsulate Badly Damaged Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Index Book	\$1,740.05
Conservation & Preservation Level 2.3	Disbind, Surface Clean, Mend Hole Punch, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, When Present Encapsulate Badly Damaged Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811. Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Plat	N/A

Part Number	Description	Unit	GSA Price with IFF
Conservation & Preservation Level 3.1	Disbind, Flatten, Surface Clean, Minor Mending and Page Repair, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Encapsulate all Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811, Split Original Volume Into Multiple New Volumes if Necessary to Accommodate Additional Capacity, Rebind Volume(s) in County Recorder Binder(s). Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Record Book	\$2,193.73
Conservation & Preservation Level 3.2	Disbind, Flatten, Surface Clean, Minor Mending and Page Repair, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Encapsulate all Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811, Split Original Volume Into Multiple New Volumes if Necessary to Accommodate Additional Capacity, Rebind Volume(s) in County Recorder Binder(s). Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Index Book	\$2,544.04
Conservation & Preservation Level 3.3	Disbind, Flatten, Surface Clean, Minor Mending and Page Repair, Deacidify, Image at 400 DPI saved as Group IV TIFF Files on DVD Disc, Encapsulate all Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind in Disaster Safe County Binder™ Model #DS1811, Split Original Volume Into Multiple New Volumes if Necessary to Accommodate Additional Capacity, Rebind Volume(s) in County Recorder Binder(s). Binding to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print, Custom Fitted Vinyl Cover.	Per Plat	\$2,469.38
American Cadastre Post Disaster Essential Records Stabilization			
Records Stabilization Level 1	Disbind, Rebind to match existing binding, including but not limited to White Army Duck Canvas or Imitation Leather with Embossed Print. Essential Record: Typical County\Parish Government Record Books. Example – Original Notary Act, Deed Record, Mortgage Book, Contract Book, Marriage Record, Probate Records, Partnership Book, Judgment Record, Death Record, Birth Record, Soldier Record & Brands Record. Sheet size 14” X 8-1/2” or less. Sheet Count per book approximately 425.	Per Book	\$509.19
Records Stabilization Level 2	Disbind, Surface Clean, Mend Hole Punch, Mold Remediation, Deacidify Including Preventative Mold Treatment, When Present Encapsulate Badly Damaged Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”, Rebind to match existing binding, including but not limited to White Army Duck Canvas or Imitation Leather with Embossed Print. Essential Record: Typical County\Parish Government Record Books. Example – Original Notary Act, Deed Record, Mortgage Book, Contract Book, Marriage Record, Probate Records, Partnership Book, Judgment Record, Death Record, Birth Record, Soldier Record & Brands Record. Sheet size 14” X 8-1/2” or less. Sheet Count per book approximately 425.	Per Book	\$1,083.47

Part Number	Description	Unit	GSA Price with IFF
Records Stabilization Level 3	Disbind, Flatten in Controlled Environment, Surface Clean, Mend Hole Punch, Mold Remediation, Deacidify Including Preventative Mold Treatment, Encapsulate all Sheets in Lay Flat Archival Polyester Pocket™ “Model #2000 Series”., Rebind in Disaster Safe County Binder™ Model #DS1411, Split Original Volume Into Multiple New Volumes if Necessary to Accommodate Additional Capacity, Rebind Volume(s) to Include: Genuine Leather Spine with 4 Hubs and Imitation Leather Cover Boards with Gold Tooled Spine and Gold Embossed Print. • Essential Record: Typical County\Parish Government Record Books. Example – Original Notary Act, Deed Record, Mortgage Book, Contract Book, Marriage Record, Probate Records, Partnership Book, Judgment Record, Death Record, Birth Record, Soldier Record & Brands Record. Sheet size 14” X 8-1/2” or less. Sheet Count per book approximately 425.	Per Book	\$2,450.24
American Cadastre IT Data Conversion Services - Indexing			
AmCad-Index	Indexing Services	Per Keystroke	\$0.0191
American Cadastre IT Data Conversion Services - Documentation Preparation			
AmCad-DocPrep	Documentation Preparation	Per Page	\$0.01149
American Cadastre IT Data Conversion Services - Microfilm Production			
AiLIS-FILM PRODUCTION-1	Cost per image to be created from files sent by the customer to American Cadastre. Film created will be 16mm film created on a Kodak Archive Writer System, less than 3000 images per roll	Per Image	\$0.04786
AiLIS-FILM PRODUCTION-2	Cost per image to be created from files sent by the customer to American Cadastre. Film created will be 16mm film created on a Kodak Archive Writer System, >3000 and <6500 images per roll	Per Image	\$0.03829
AiLIS-FILM PRODUCTION-3	Cost per image to be created from files sent by the customer to American Cadastre. Film created will be 16mm film created on a Kodak Archive Writer System, more than 6500 images on roll	Per Image	\$0.02871
AiLIS-DUPLICATE COPIES-100 Foot	Cost per roll of film to be created from files sent by the customer to American Cadastre. Film created will be 16mm film created on a Kodak Archive Writer System, additonal roll of film cost	Per Roll	\$14.35688
AiLIS-DUPLICATE COPIES-215 Foot	Cost per roll of film to be created from files sent by the customer to American Cadastre. Film created will be 16mm film created on a Kodak Archive Writer System, additonal roll of film cost	Per Roll	\$23.92813
35mm COM	Digital image to 35mm Microfilm Production	Per Frame	\$0.335
Microfilm Preservation	Preservation of Microfilm Services	Per Hour	\$28.71
American Cadastre Redaction Services (AmRedact)			
AmRedact Integration	AmRedact Software Integration Services	Per Hour	\$177.44
Redact-1	2 Pass Manual Redaction Services	Per Image	\$0.055
Redact-2	OCR plus 100% QA Redaction Services	Per Image	\$0.037
Redact-3	OCR plus Flagged Images QA Redaction Services	Per Image	\$0.020
Redact-4	OCR Only Redaction Services	Per Image	\$0.016
American Cadastre Storage			
Vault Storage 2 HR	NFPA 232, Class 125-2 hr HR Vault Storage Services	Per Cu. Ft./Per Mo.	\$0.232
Vault Storage 4 HR	NFPA 232, Class 125-4 hr HR Vault Storage Services	Per Cu. Ft./Per Mo.	\$0.463
American Cadastre Professional Services			
Project Manager	Project Manager	Per Hour	\$167.50
Project Architect	Project Architect	Per Hour	\$167.50

Part Number	Description	Unit	GSA Price with IFF
System Consultant	System Consultant	Per Hour	\$143.57
Data Base Administrator	Data Base Administrator	Per Hour	\$167.50
Trainer	Trainer	Per Hour	\$143.57
Technical Writer	Technical Writer	Per Hour	\$114.86
Customer Support Specialist - Off Hours	Customer Support Specialist - Off Hours	Per Hour	\$191.43
AiLIS-CUSTOMIZE	Programming Services to customize software application	Per Hour	\$191.43
AiCMS-Customize	Programming Services to customize software application	Per Hour	\$191.43
AiLIS-MICROFILM SERVICES	Misc. Microfilm Service Request	Per Hour	\$71.78

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

American Cadastre, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Christine Delawder, Office Manager

Phone: (540) 896-9952

cdelawder@amcad.com

Fax: (540) 896-7640

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and American Cadastre, LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0890R.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) **GS-35F-0890R**, Blanket Purchase Agreements, **American Cadastre, LLC** agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.